

MR01

Particulars of a charge

238358/23



Companies House



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A fee is payable with this form
Please see 'How to pay' on the back of this form

What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge where the instrument is not a deed. Use form MR02



LD2 08/02/2017 #59

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. Do not send the original.

1 Company details

Company number: 07698559

Company name in full: Braeburn Estates (GP) Limited in its own capacity and as general partner for Braeburn Estates Limited Partnership (LP14539)

5 [] [] [] For official use

→ Filling in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: 03/02/2017

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: Barclays Bank PLC as Security Agent

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

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4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
Brief description	N/A	

5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> Yes	

7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

8	Trustee statement ¹	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge	¹ This statement may be filed after the registration of the charge (use form MR06)
	<input type="checkbox"/>	

9	Signature	
	Please sign the form here	
Signature	<small>Signature</small> x Allen e Overy LLP, on behalf of x ble Chargee 8 February	
	This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge

 **Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Alexander Arrell

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 4837

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy


 **Important information**

Please note that all information on this form will appear on the public record.

 **How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

 **Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

 **Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7698559

Charge code: 0769 8559 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd February 2017 and created by BRAEBURN ESTATES (GP) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2017.

Given at Companies House, Cardiff on 14th February 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Edward Davenport

Solicitor

8 February 2017
Allen & Overy LLP

EXECUTION VERSION

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

Except for material redacted pursuant to
s859G of the Companies Act 2006,
I certify that this is a correct copy
of the original document

SUPPLEMENTAL CHARGE

DATED 3 FEBRUARY 2017

BETWEEN

**BRAEBURN ESTATES LIMITED PARTNERSHIP ACTING BY ITS GENERAL PARTNER,
BRAEBURN ESTATES (GP) LIMITED**

AND

BRAEBURN ESTATES (GP) LIMITED
as Chargors

AND

BARCLAYS BANK PLC
as Security Agent

relating to the development of
**Building B3, Building B4a, Building B4b and Building B6/7 at Shell Centre, York Road, London
SE1**

ALLEN & OVERY

Allen & Overy LLP

ALLEN & OVERY

Allen & Overy LLP

Allen & Overy LLP

Except for material redacted pursuant to
s388G of the Companies Act 2006
I certify that this is a correct copy
of the original document

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

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THIS DEED is dated 3 February 2017 and is made **BETWEEN**

- (1) **BRAEBURN ESTATES LIMITED PARTNERSHIP**, a limited partnership registered under the Limited Partnerships Act 1907 in England and Wales with registered no. LP14539 acting by its general partner **BRAEBURN ESTATES (GP) LIMITED**, a company incorporated in England and Wales with registered no. 07698559 (**BELP**);
- (2) **BRAEBURN ESTATES (GP) LIMITED** (registered in England and Wales no 07698559) (the **Braeburn General Partner**), and
- (3) **BARCLAYS BANK PLC** as security agent and trustee for the Secured Parties (as defined in the Credit Agreement defined below) (the **Security Agent**).

BACKGROUND:

- (A) Pursuant to a security agreement dated 13 May 2016 between the Chargors and the Security Agent (the **Original Security Agreement**), each Chargor created Security Interests over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented)
- (B) The Credit Agreement has been amended by a supplemental agreement dated on or about the date of this Deed between, among others, the Chargors and the Security Agent (the **Supplemental Agreement**).
- (C) Each Chargor and the Security Agent consider that the Security Interests created by the Chargors under the Original Security Agreement secure payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not.
- (D) This Deed is supplemental to the Original Security Agreement
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

B4b Partnership Agreement means the agreement dated 3 January 2014 (as amended from time to time to the extent permitted by this Agreement) between the B4b General Partner and the B4b Limited Partner and includes any relevant resolutions and amending documents

B4b Partnership Trust Deed means a trust deed dated 3 January 2014 (as amended from time to time to the extent permitted by this Agreement) between BELP and the B4b Limited Partner under which the B4b Limited Partner will hold its partnership interest in the B4b Borrower as nominee on trust for BELP.

B4b Trust Property means the 99.99% interest in the B4b Borrower held by the B4b Limited Partner on trust for BELP, pursuant to the B4b Partnership Trust Deed

Chargor means BELP and the Braeburn General Partner.

Credit Agreement means the £505,062,067 credit agreement originally dated 23 July 2015, as amended and restated by an amendment and restatement agreement dated on or about the date of this Deed between (amongst others) the parties to this Deed.

Partnership Trust Deed means each of the B3 Partnership Trust Deed, the B4a Partnership Trust Deed, the B4b Partnership Trust Deed or the B6/7 Partnership Trust Deed.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document including those obligations and liabilities as they are amended by the Supplemental Agreement, except for any obligation which, if it were so included, would result in this Deed contravening sections 678 or 679 of the Companies Act 2006.

Shares means the interests of a Chargor in the share capital of each of the entities listed in Schedule 1 (Entities subject to charge over shares) to this Deed

Trust Property means the B3 Trust Property, the B4a Trust Property, the B4b Trust Property or the B6/7 Trust Property

1.2 Construction

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement are to be construed as references to this Deed
- (c)
 - (i) A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility;
 - (ii) the term **this Security** means any security created by this Deed; and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent (acting reasonably) considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent,
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (v) is subject to the promise of redemption (and, if applicable, reassignment) as set out in Clause 18 (Release) of the Original Security Agreement (as incorporated into this Deed)
- (b) The Security Agent holds the benefit of this Deed and the Security created by or pursuant to it on trust for the Secured Parties
- (c) All the security created under this Deed
 - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities; and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (d) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement until such time as the Security Interest created by the Original Security Agreement ceases to have effect
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an

assignment if the relevant Security Interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

2.2 Securities

- (a) Subject to paragraph (b) below, each Chargor charges by way of a first fixed charge its interest in all Shares, stocks, debentures, bonds or other securities and investments owned by it and/or held by any nominee on its behalf and all Related Rights
- (b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security or investment:
 - (i) includes:
 - (A) any dividend or interest paid or payable in relation to it; and
 - (B) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; and
 - (ii) shall not, for the avoidance of doubt, include any stock, share, debenture, bond or other security or investment that does not relate to the Shares
- (c) *The Security Agent confirms that any mortgage or charge of any stock, share, debenture, bond or other security or investment created under the Original Security Agreement does not include any stock, share, debenture, bond or other security or investment that does not relate to the Shares (as defined in that Original Security Agreement).*

2.3 Trust Property

Each Chargor charges by way of a first fixed charge all of its rights in the Trust Property and under each Partnership Trust Deed to which it is a party.

2.4 Assignment

Each Chargor, subject to a proviso for re-assignment on redemption, assigns absolutely all of its rights

- (a) in respect of the Subordinated Debt,
- (b) under each Subordinated Document; and
- (c) under each Partnership Trust Deed to which it is a party

3. INCORPORATION

- (a) The provisions of clause 3 (Representations and warranties) to 19 (Counterparts) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.
- (b) There shall be no requirement to serve any notice on any person contemplated in the provisions incorporated in paragraph (a) above if a similar notice was served on that person in connection with the Original Security Agreement.

4. MISCELLANEOUS

- (a) The Original Security Agreement will remain in full force and effect.
- (b) This Deed is designated a Finance Document.

5. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**ENTITIES SUBJECT TO CHARGE OVER SHARES**

Name of Entity	Registered in England and Wales under No.
Braeburn Estates B3 (GP) Limited	8756476
Braeburn Estates B3 (LP) Limited	8756475
Braeburn Estates (B3) Residential Limited	8756466
Braeburn Estates (B3) Retail Limited	8756462
Braeburn Estates (AH) Limited	8757113
Braeburn Estates (Lollard Street) Limited	8756459
Braeburn Estates B4A (GP) Limited	8756772
Braeburn Estates B4A (LP) Limited	8756746
Braeburn Estates (B4A) Residential Limited	8757053
Braeburn Estates B4B (GP) Limited	8756725
Braeburn Estates B4B (LP) Limited	8756818
Braeburn Estates (B4B) Residential Limited	8757094
Braeburn Estates B6/7 (GP) Limited	8756826
Braeburn Estates B6/7 (LP) Limited	8756853
Braeburn Estates (B6/7) Residential Limited	8757085

SIGNATORIES

The Chargors

EXECUTED as a **DEED** by
BRAEBURN ESTATES LIMITED
PARTNERSHIP acting by its general
partner **BRAEBURN ESTATES (GP)**
LIMITED acting by
PETER ANDERSON and
JEAN LAMOTHE

)
)
)
) A Director/B Director
)
)
) C Director/D Secretary

EXECUTED as a **DEED** by
BRAEBURN ESTATES (GP)
LIMITED acting by
.....**PETER ANDERSON**..... and
.....**JEAN LAMOTHE**.....

)
)
)
) A Director/B Director
)
)
) C Director/D Secretary

The Security Agent

EXECUTED as a **DEED** by)
BARCLAYS BANK PLC)
acting by *G. LANGE*)
its duly authorised attorney in the presence)
of:)

[Redacted]

Witness' signature

[Redacted]

Witness' name

John ...

Witness' address

[Redacted]

[Redacted]

.....
.....